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U.S. Bankruptcy Judge

and

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of Unsecured Creditors*

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

In re:

PG&E CORPORATION

-and-

**PACIFIC GAS AND ELECTRIC
COMPANY,**

Debtors.

Case No. 19-30088 (DM)

Chapter 11

(Lead Case)

(Jointly Administered)

- ☐ Affects PG&E Corporation
- ☐ Affects Pacific Gas and Electric Company
- ☒ Affects both Debtors

** All papers shall be filed in the Lead Case.
No. 19-30088 (DM)*

**ORDER AUTHORIZING THE RETENTION
AND EMPLOYMENT OF AXIOM
ADVISORS AS GOVERNMENT AFFAIRS
CONSULTANT, EFFECTIVE AS OF
MARCH 15, 2019**

Date: May 9, 2019
Time: 9:30 AM Pacific Time
Place: United States Bankruptcy Court
Courtroom 17, 16th Floor
San Francisco, CA 94102

1 Upon the application (the “Application”)¹ of the Official Committee of Unsecured Creditors
2 (the “Committee”) appointed in the above-captioned chapter 11 cases for entry of an order (this
3 “Order”) authorizing the Committee to retain and employ Axiom Advisors (“Axiom”) as advisors to
4 the Committee, effective as of March 15, 2019; and the Court having reviewed the Application and
5 the accompanying Declaration of Cassie Gilson (the “Gilson Declaration”), as amended; and the
6 Court having jurisdiction to consider the Application and the relief requested therein pursuant to 28
7 U.S.C. § 1334; and consideration of the Application and the relief requested therein being a core
8 proceeding pursuant to 28 U.S.C. § 157(b); and venue being proper before this Court pursuant to 28
9 U.S.C. §§ 1408 and 1409; and due and proper notice of the Application having been provided, and it
10 appearing that no other or further notice need be provided; and the Court having determined that the
11 legal and factual bases set forth in the Application establish just cause for the relief granted herein;
12 and the Court having found that good and sufficient cause exists for granting the Application; and
13 any objections to the relief requested by the Application having been overruled or withdrawn; and
14 upon all of the proceedings had before the Court, and after due deliberation and sufficient cause
15 appearing therefor,

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18 **IT IS HEREBY ORDERED THAT:**

- 19 1. The Application is granted as set forth herein.
- 20 2. The Committee is authorized to retain and employ Axiom as advisors, effective as of
21 March 15, 2019, on the terms set forth in the Engagement Letter.
- 22 3. Axiom shall use its reasonable best efforts to avoid any duplication of the services to
23 be provided by any of the Committee’s other retained professionals.
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27 ¹ All capitalized terms not otherwise defined herein shall have the meanings ascribed to them in
28 the Application.

1 4. Except to the extent set forth herein, the Engagement Letter is approved pursuant to
2 sections 328(a) and 1103(a) of the Bankruptcy Code. Axiom shall file monthly, interim and final fee
3 applications for the allowance of compensation for services rendered and reimbursement of expenses
4 incurred in accordance with sections 330 and 331 of the Bankruptcy Code, the Bankruptcy Rules, the
5 Local Rules, any applicable orders or procedures of this Court, and the Fee Guidelines; provided that
6 Axiom shall be compensated and reimbursed pursuant to section 328(a) of the Bankruptcy Code, and
7 Axiom's fees and expenses shall not be subject to review under the standard set forth in section 330
8 of the Bankruptcy Code, except that the U.S. Trustee shall have review for reasonableness pursuant
9 to section 330 of the Bankruptcy Code. Subject to compliance with the foregoing, and subject to
10 approval by the Court, the Debtors shall pay Axiom's fees and reimburse Axiom for its reasonable
11 and necessary costs and expenses as provided in the Engagement Letter. For the avoidance of doubt,
12 under no circumstances shall any of the compensation or expense reimbursement obligations
13 approved by the Court be an obligation of, or paid by, the Committee or any of its members.
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15 5. Notwithstanding anything to the contrary herein, the requirements of the Interim
16 Compensation Order, the Bankruptcy Code, the Bankruptcy Rules, the Local Bankruptcy Rules, and
17 any other orders or procedures of this Court, to the extent applicable, are hereby modified such that
18 Axiom's professionals shall only be required to maintain summary records in one-half (.5) hour
19 increments.
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21 6. The U.S. Trustee shall review and approve any agreements to outsource any of the
22 services covered by Axiom's retention.
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24 7. The Committee and Axiom are authorized to take all actions each of them deems
25 necessary and appropriate to effectuate the relief granted in this Order.
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27 8. Axiom shall conduct an ongoing review of its files to ensure that no conflicts or other
28 disqualifying circumstances exist or arise. To the extent that any new material facts or relationships

1 bearing on the matters described in the Gilson Declaration during the period of Axiom's retention are
2 discovered or arise, Axiom will file a supplemental declaration, as required by Bankruptcy Rule
3 2014(a).

4 9. In the event of any inconsistency between the Engagement Letter, the Application,
5 and this Order, this Order shall govern.

6 10. The Court shall retain jurisdiction to hear and determine all matters arising from or
7 related to the interpretation, implementation, or enforcement of this Order.
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9 ** END OF ORDER **
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